



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

October 21, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION: APPROVE
THE ESTABLISHMENT OF THE CHESTER WASHINGTON GOLF COURSE
IMPROVEMENTS PROJECT (C.P. 86886); APPROVE PROJECT BUDGET; AND
APPROVE THE LEASE AMENDMENT WITH AMERICAN GOLF CORPORATION
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of the recommended actions would authorize the implementation and funding of the proposed Golf Course Cart Path Extension Project at the Chester Washington Golf Course by the current lessee, American Golf Corporation.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) for the reasons cited herein.
2. Approve the establishment of the capital project at Chester Washington Golf Course Improvement (C.P. 86886) for the refurbishment of the cart paths around the golf course.
3. Approve the total project budget for the Chester Washington Golf Course Improvements project for \$500,000.
4. Approve and instruct the Chair to sign the Amendment Number 5 to the Operating Lease Agreement Number 67042 with the existing lessee, American Golf Corporation, for the implementation and funding of the Chester Washington Golf Course Cart Path Extension Project.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions would authorize the implementation and funding of the proposed Golf Course Cart Path Extension Project at the Chester Washington Golf Course by the current lessee, American Golf Corporation (AGC).

The Chester Washington Golf Course is located at 1930 W. 120th Street, in the Athens unincorporated area of Los Angeles. The golf course is a 6,320 yard, 18-hole, par 3 course, on 131 acres of property. Improvements to the park will include construction of cart paths in order to connect the existing paths, which will provide for a continuous concrete path throughout the existing facility. Currently, approximately 30 percent of the facility is serviced by concrete paths. This will result in improved playing on natural turf conditions for the parks users. Additionally, the design and construction of the concrete paths will provide for improved safety features for the parks patrons.

The proposed amendment to the Operation and Maintenance Agreement between the County of Los Angeles (County) and AGC will allow AGC to implement the project. It is anticipated that construction of the proposed project will begin by October 21, 2008, and be completed by November 30, 2008.

Green Building/Sustainable Design

Construction of the cart paths will result in decreased energy usage from the electric carts utilizing the facility and decreased water usage.

Implementation of Strategic Plan Goals

Approval of the recommended actions support the County of Los Angeles Strategic Plan of Fiscal Responsibility (Goal 4) by increasing the Department of Parks and Recreation (Department) public/private partnerships, managing our resources effectively, and investing in the public infrastructure; Children and Families' Well-Being (Goal 5) by improving the health, economic well-being, safety and survival, emotional and social well-being, education/workforce readiness of the children and families of the County; and Community Services (Goal 6) by improving the quality of life for residents by offering a wide range of services responsive to each community's specific needs.

FISCAL IMPACT/FINANCING

The total project cost is \$500,000, and is funded with \$500,000 of Second District net County cost appropriated in the County's capital project budget (C.P. 86886). Should cost overruns and change orders exceed a combined total of 20 percent of the awarded project bid, the lessee shall be solely responsible, up to a maximum of \$100,000, for

any cost overruns and change orders exceeding the 20 percent to be funded by the Capital Improvement Project (CIP) trust fund. Sufficient funds are appropriated in the Fiscal Year 2008–2009 budget.

The Project Schedule and Budget Summary are included in Attachment A.

Upon your Board's approval of the Amendment, project costs incurred by AGC will be reimbursed from the County's capital project budget upon confirmation by the County that work has been satisfactorily completed and all required expenditure documentation has been received by the Department.

Per your Board's Civic Art Policy adopted December 7, 2004, this project is exempt from the one percent fee as the total eligible costs under the policy are under \$500,000.

Operating Budget Impact

The Department does not anticipate any one-time and/or ongoing costs resulting from the recommended actions. All funding, as identified above, is outside of the Department's operating budget. Additionally, under the existing management lease, the lessee, AGC, has full responsibility for the operation and maintenance of the Chester Washington Golf Course and, therefore, the Department does not anticipate any operational expense or decrease in revenues to the Department as a result of the operation and maintenance of this existing Capital Project (C.P. 86886).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved the amendment as to form.

ENVIRONMENTAL DOCUMENTATION

Upon recommendation from your Board, find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) for the reasons cited herein.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed project will have minimal, if any, impact on current services as a result of these actions. The project will be accomplished so as to minimize the impact on public use of the affected facility.

CONCLUSION

It is requested that a certified copy of the action taken by the Board and a fully executed copy of the attached recommended actions be mailed to: Mr. Kyle Mitchell, General Manager, Chester Washington Golf Course, 1930 W. 120th Street, Los Angeles, California 90047. Also, one fully executed original of the recommended actions shall be forwarded to the Auditor-Controller. It is requested that four adopted copies be forwarded to the Department of Parks and Recreation, and one copy to my office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a horizontal line extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RG:DL
JSE:DJT:CY:zu

Attachments

c: Auditor-Controller
Civic Arts Commission
County Counsel
Department of Parks and Recreation

**DEPARTMENT OF PARKS AND RECREATION:
APPROVAL FOR THE ESTABLISHMENT OF THE CHESTER WASHINGTON GOLF
COURSE IMPROVEMENTS PROJECT (C.P. 86886), PROJECT BUDGET, AND
THE LEASE AMENDMENT WITH AMERICAN GOLF CORPORATION
(SECOND DISTRICT) (3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date	Revised Completion Date
Project Program	11/03/08	11/03/08
Design	09/03/08	09/03/08
Jurisdictional Approvals	09/25/08	09/25/08
Bid and Award	09/15/08	09/15/08
Construction Substantial Completion	11/03/08	11/30/08
Begin Operations	11/15/08	12/1/08
Project Closeout Acceptance	11/08/08	11/30/08

* Indicates completed activity

II. PROJECT BUDGET SUMMARY –

Budget Category	Project Budget
Fixed Assets -Land	N/A
Buildings & Improvements	
Low Bid Construction Contract	\$ 418,500
JOC Contract	\$ 0
Change Orders	\$ 46,500
Departmental Crafts	\$ 0
Youth Employment	\$ 0
ISD Labor	\$ 0
Construction Consultants	\$ 0
Misc. Expense	\$ 0
Telecomm Equip - Affixed to Building	\$ 0
Civic Arts	\$ 0
Subtotal	\$ 465,000
Building & Improvements - Development	\$ 0
Plans & Specifications	\$ 0
Consultant Services	
Site Planning	\$ 7,000
Hazardous Materials	\$ 0
Geotech/Soils Test	\$ 0
Material Testing	\$ 0
Cost Estimating	\$ 1,500
Topographic Surveys	\$ 0
Construction Management	\$ 7,000
Construction Administration	\$ 7,000
Environmental	\$ 0
Move Management	\$ 0
Equipment Planning	\$ 0
Legal	\$ 0
Contract/Change Order	\$ 0
Other (Photography and Printing)	\$ 2,500
Soil Report	\$ 0
Soil Testing	\$ 0
Subtotal	\$ 25,000

Attachment A
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Budget Category	Project Budget
Miscellaneous Expenditures	
Jurisdictional Review/Plan Check/Permit	\$ 5,000
County Services	
Code Compliance Inspection	\$ 0
Quality Control Inspection	\$ 0
Design Review	\$ 0
Contract Administration	\$ 0
Project Management	\$ 0
Project Management Support Services	\$ 0
ISD Job Order Contract Management	\$ 0
DPW JOC Management	\$ 0
ISD ITS Communications	\$ 0
Project Security	\$ 0
Project Technical Support	\$ 0
Office of Affirmative Action	\$ 0
County Counsel	\$ 0
Other	\$ 0
Sheriff Job Order Contract Management	\$ 0
Design Services	\$ 0
Subtotal	\$ 5,000
Total	\$ 500,000

**AMENDMENT NUMBER 5 TO LEASE AGREEMENT NUMBER 67042
FOR THE OPERATION AND MAINTENANCE OF
CHESTER WASHINGTON COUNTY GOLF COURSE**

THIS AMENDMENT TO LEASE Agreement Number 67042 made and entered into this _____ day of _____, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "**County**,"

AND

AMERICAN GOLF CORPORATION, a California corporation, hereinafter referred to as "**Lessee**."

WITNESSETH:

WHEREAS, the parties hereto have entered into County Lease Agreement No. 67042, as amended, hereinafter referred to as "Lease," on September 14, 1993, for the operation and maintenance of Chester Washington County Golf Course; and

WHEREAS, the County has committed to facility improvements as described "Hereto" in Exhibit A, dedicated to improving facility conditions and enhancing the golf course users playing experience; and

WHEREAS, the County of Los Angeles (County) has allocated certain capital projects funding to provide for the construction and installation of a cart path extension project, hereinafter referred to as "Project," at the Chester Washington Golf Course; and

WHEREAS, Section 7 of the Lease, entitled Required Capital Improvement Program, does adequately provide for implementation by the Lessee of construction of the projects on the demised premises utilizing monies deposited by the Lessee in the golf course Capital Improvement Project (CIP) Trust Fund, but does not address financing from the County's capital project's budget for the Project; and

WHEREAS, the Lessee has prepared and the Director of Parks and Recreation (Director) or his authorized designee concurs with the Project's scope of work as set forth in the attached Exhibit A, which by this reference is incorporated herein, and the Lessee has put the Project out to bid and selected the lowest bidder; and

WHEREAS, the County and the Lessee desire to amend the Lease to address the requirements involved by financing the Project from the County's capital projects budget.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein the parties do agree as follows:

1. PRIORITY OF AMENDMENTS

In the event of any conflict or inconsistency in the definition or interpretation of Amendment No. 5, such conflict or inconsistency shall be resolved by giving precedence to Amendment No. 5 and then to its Amendments and the Lease in descending numerical order.

2. FUNDING ARRANGEMENTS FOR THE USE OF COUNTY'S CAPITAL PROJECTS FUNDING

2.1 The County agrees to provide for funding of the Project. The anticipated project cost is \$600,000 and is being funded through Second District Discretionary Funds (\$500,000) appropriated in the County's Capital Project Budget. The Chester Washington Golf Course Capital Improvement Project (CIP) trust account may be utilized beyond Second District Discretionary Funds in the amount of \$500,000 already provided for the project, up to a maximum amount of the awarded project bid cost, plus a 20 percent contingency to fund cost overruns and change orders. Should cost overruns and change orders exceed a combined total of 20 percent of the awarded project bid, the lessee shall be solely responsible, up to a maximum of \$100,000, for any cost overruns and change orders exceeding the 20 percent to be funded by the CIP trust fund.

2.2 County agrees to provide for reimbursement of the Lessee's actual costs for the Project, up to the amounts provided in Section 2.1 above. Based upon requirements set forth by the County, the arrangement to control and account for said expenditures attributable to the Project are described herein.

- 2.3 Lessee and the County agree that the Project funds will be spent in accordance with the following spending priority spending procedure: (1) Second District Discretionary Funds, (2) the County as provided in Section 2.1 above, and (3) Lessee's funds as provided in Section 2.1 above.
- 2.4 Any change or modification in the scope of the Project shall be approved in writing in advance by the Director.
- 2.5 Parties to the construction agreement will be the Lessee, and its selected construction Contractor. The Lessee will make its payments to the construction Contractor and once payment is confirmed, whether by check or electronic transfer, the Lessee will invoice the County for the amounts expended for reimbursement.
- 2.6 The initial or "mobilization" payment to the construction Contractor will be paid by Lessee. The County shall reimburse said amount within 30 days of its receipt of confirmation that the Contractor has been paid by Lessee.
- 2.7 Subsequent construction payments will be made by Lessee to Contractor, and the County shall reimburse such costs within 30 days of its receipt of invoices containing the cost breakdown of work completed, and verification of payments made to Contractor and/or sub-contractor for eligible costs consistent with this Amendment. Supporting documentation for payments made by the Lessee must be submitted with the appropriate invoices.
- 2.8 At any time, the Lessee's accounts, ledgers, bank statements, and support documents of record for the Project shall be subject to audit by the County for up to three (3) years after the final payment request is received. All documents must be retained one additional year after an audit.

3. ENTIRE AGREEMENT

- 3.1 Due to the addition of new lease provisions, the section in the Lease Agreement entitled Entire Agreement is renumbered as Section 50.

4. RATIFICATION

- 4.1 All other terms, conditions, covenants and promises of the Lease not affected by the provisions of the Amendment shall remain in full force and effect and are hereby reaffirmed.

5. EFFECTIVE DATE

- 5.1 The effective date of the Amendment shall be the day and year first above written.

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IN WITNESS WHEREOF, the Lessee has executed this Amendment No. 4 to Lease Agreement No. 67042 and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the month, the day, and year first above written.

COUNTY OF LOS ANGELES

By _____
Yvonne B. Burke
Chair, Board of Supervisors

**LESSEE
AMERICAN GOLF CORPORATION**

By _____
Keith Brown, Chief of Operations, West

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
Of the Board of Supervisors
For the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

County Counsel

By _____
Christina A. Salseda, Senior Deputy

EXHIBIT A

CHESTER L. WASHINGTON GOLF COURSE CART PATH EXTENSION PROJECT

The Lessee shall be responsible for completing the Chester L. Washington Golf Course Cart Path Extension Project as follows:

1. Provide professional/construction services for the installation of the Chester L. Washington Golf Course Cart Path Extension Project.

SCOPE OF WORK

- a. Prepare a scaled site plan showing the existing cart path.
 - b. Prepare a scaled site plan showing the new cart path layout.
 - c. Prepare area quantity calculations for cart paths with detailed specifications.
 - d. Five sets of working plans will be required.
 - e. Architect will conduct a minimum of five (5) site visits to review the project during construction and completion.
2. The Lessee is required to meet the following County guidelines:
 - a. This is a **State** Prevailing Wage Project. The contractor is to obtain a current wage determination booklet and guideline to determine the hourly wages for those bidding this project, as well as the required record keeping responsibilities.
 - b. Lessee shall furnish, or require its contractor to furnish a Performance Bond and Payment Bond each with a value of 100% of construction cost.
 - c. Liability insurance shall be furnished and paid for by the contractor in the amount required by Lease Agreement Number 67042.
 - d. Lessee shall insure that all contractor(s) provide proof of appropriate licensing from the State of California including requirements of bonding and Workers Compensation Insurance.